

The schooner Jennie Mullen is at Port Huron, with her jibboom, bowsprit, and everything forward gone. Probably the result of a collision.

The schooner W. T. Emery, a few days since, came in contact with the tug Jessie, just outside of Port Burwell harbor, resulting in damaging the upper works of the latter and the head gear of the former. The total damage will probably reach \$200.

The schooner Billy Doran, a small vessel bound from Rochester to Cobourg, on the 10th instant, with a cargo of 150 barrels of salt, has not been heard from, and apprehensions are felt for her safety. The crew consisted of Captain George J. Way, James Estes, son of Captain Estes, and four men.

On the 18th the schooner Clyde, bound from Owen Sound, with hay and supplies, on the way from Byng Inlet, ran aground of the steamer Francis Smith, off Cape Commodore. The latter was slightly injured, but the Clyde had her larboard bow smashed in and sprung a leak. She was towed to Owen Sound.

A letter from a resident of Stony Point, a short distance from Monroe, on Lake Erie, states that on the 16th inst. a vessel supposed to belong to Toledo, name unknown, foundered near that place, and her deck load, hatches, etc., were washed ashore. Of the crew nothing is known.

A Cleveland despatch says: Theodore Chamberlain, President of the Northern Transportation Company, gives up the City of Boston, sunk in Lake Michigan, as a total loss. She was valued at \$40,000; insured for \$20,000.

The tug Quayle brought into Cleveland the brig Williams, owned there, that had capsized in Saginaw Bay. She was laden with lumber. Her deck load was lost, also the spars and sails; very light insurance.

The schooner Mazepa, which went ashore on Grand Traverse Bay is a total loss. She was owned in Chicago, and worth \$10,000, partially insured.

The schooner Josephine Horn went to pieces near Manistee; insured for \$1,500, and cargo for \$1,700.

The schooner Arbuckle ashore in Sister Bay Lake, Michigan, will likely prove a total loss; insured for \$2,500; she is owned in Racine.

The brig Mechanic struck the pier at Racine and was smashed in; loss \$3,000; insurance had expired half an hour before.

INSURANCE DEPOSITS.—The Guardian Fire and Life Insurance Company of London, England, has deposited in cash \$100,346.86 with the Government: agent not yet appointed. The Star Life Assurance Society of England has deposited \$100,346.86: Joseph Gregory, agent, Toronto.

The Fire Brigade of Sarnia entertained their brother firemen of Port Huron,—together with the members of the Sarnia Corporation,—to a dinner on the evening of the 26th ult., about two hundred, in all, assembling to take part in the proceedings.

—Our Hamilton exchanges say that a special meeting of the Victoria Mutual Insurance Company was held in Hamilton on Monday last, "to consider the practicability of establishing a branch for the city to take risks within the range of the pipes of the water works." The project was favorably entertained, and a committee was appointed to take preliminary steps for carrying out the object in view.

BRITANNIA FIRE INSURANCE ASSOCIATION.—This Company, the registration of which was noticed in our paper of September 19th, is now announced as fully inaugurated for business with a capital of half a million, in £10 shares, with power to increase to one million.

The Briton Medical and General Life Association—of whose connection the Britannia Fire Association will enjoy the advantage—has an annual

premium income of upwards of £230,000, the new premiums exceeding £25,000 a year, and possesses upwards of 2,700 agents, with branch offices in Edinburgh, Glasgow, Dublin, Manchester, Liverpool, Birmingham, Leeds, Nottingham, Swansea, Bristol, Plymouth, Southampton, and Hamburg. The share and Policy holders of the company number over 25,000 persons, and in addition, the society, from its peculiar constitution, has an extensive connection amongst a very large number of the medical profession throughout the kingdom. The whole of this large representative and connective influence will, under the above arrangements, be used for the benefit of the Britannia Fire Association, and from the valuable organization thus formed, a large and remunerative business may be safely anticipated. It is not difficult to predicate a large amount of success, considering that Mr. Messent, of the Briton Medical and General Life Association, has accepted the responsible duties of manager of the Britannia Fire Association.—*Investors' Guardian*.

THE POWERS AND DUTIES OF FIRE INSURANCE AGENTS.

THE AGENT.—By common law, any person or persons having power to do a thing, in his or their own right, may do it by an agent. A company can not be affected by any act of an agent not within the scope of his authority. A company can not be discharged by private instructions to agents, the insured being ignorant of such instructions at the time of making the contract. When an agent has no written appointment, the jury must decide as to the extent of his authority, from what he testifies and did, coupled with the acts of the company recognizing him. No person can act as agent in a transaction in which he has an adverse interest or employment. An agent can not receive an application from himself, and insure his own property under it so as to bind the company. An agent cannot delegate his authority to another. Policies which are valid only when countersigned by an agent duly authorized, must not be signed by another party for him. An agent for two or more companies takes a risk in one of them and reinsures it in a second for which he is also agent; held, that such reinsurance is not binding on such said company until approved by the parent office. Agents having no power to issue policies, cannot consent to transfer of policies, or make other valid endorsements. Knowledge by agents of facts forfeiting a policy, is not binding upon his company, unless communicated to him by the insured.—rumor or street talk is not notice. An application is held to be the act of an applicant, and where the conditions of the policy require that the applicant shall be bound by his application, he is affected by any omissions in it by the agent, even when the latter is agent of both parties. But when an agent omits from an application facts stated by applicant, and which agent promised to insert, the agent must not suffer for the omission. An applicant entrusting an application in blank to a sub-agent, not empowered to issue policies, with permission to fill up the same, is responsible for statements subsequently inserted by the sub-agent. If either party must suffer by the mistake of an agent, it must be the party whose agent he is. When an agent surveys premises and inserts the value as given by applicant, such value binds the insured, but not the company. An agent has no authority to issue a policy after a loss occurs, if known to him, though in receipt of an application for same, but not acted upon. And if a verbal contract for the insurance had been previously distinctly made, the agent should nevertheless decline to issue the policy until the facts have been communicated to his company. In a partnership agency, each partner has all the powers of the firm.

Duty of an Agent.—In cases of loss by fire, in the absence of a special adjuster, the local agent

must identify himself heartily with his company, and act upon the defensive, so far as necessary, until he can hear from the parent office. He should fully comprehend that *he is the representative of his company, and not of the insured*: "a man cannot serve two masters." He should also understand that while it is not expected that he will seek to take undue advantage of any party, it is confidently that he will watch closely to prevent any party from taking improper advantage of his company, either by accident or design. And, as such representative, he should be especially careful, in doubtful cases, that he does not commit himself or his company to a recognition of any claim, or to any definite line of policy as to its adjustment, without especial instructions from the parent office; for inasmuch as the laws are the only safeguard for the underwriter against unjust and fraudulent claims, so no legal point in favor of the company should be unadvisedly waived or surrendered, either by act or by implication, until the proof submitted shall have been made entirely satisfactory in all its details, or the claim may have been compromised. If the loss be a just one, it cannot be injured by scrutiny. Undue haste, on the part of a claimant, is suggestive that something behind needs investigating; whilst feverish anxiety on the part of the agent to hurry up the closing of the claim, because other companies have paid, indicates want of experience and lack of judgment.

Notice of Loss.—Where a case of loss or damage under a policy of his company, whether large or small, comes to his knowledge, the local agent is required to notify the parent office immediately, by telegram when the amount is large, giving number of the policy, probable amount of loss, partial or total; with the gross amount of other insurance, if any; to be followed, with as little delay as possible, by letter giving particulars more fully; as to whether knowledge of such loss was obtained directly from the insured, or his agent, in accordance with the conditions of the policy, or from other sources; also the names of the companies interested in the loss, and amounts covered by each; together with such other information touching the loss or damage as may be known or suspected at the time. This is imperative! In cases involving large amounts, or likely to prove intricate in the settlement, a special adjuster is usually sent from the office; but smaller and simple cases may be left to the local agent, whose mind will be much enlightened as to his own duties and the reserved rights of his company, by an attentive study of the printed "Conditions of Insurance," as given by the policy, and by correspondence with the parent office, when necessary.

Preservation of the Property.—After notice of the loss has been promptly forwarded to the company, and until advised by the parent office, the local agent will look after the interest of his company. He will see that the owner, whose duty it is to do so, under the conditions of the policy, makes proper and timely efforts to preserve from further injury or deterioration the property saved, whether sound or in a damaged condition. If necessary, it should be removed to another building. Should the owner refuse or delay, to the evident detriment of the property, to have it properly attended to, he will do so at his own peril. The agent will at once notify the parent office of the fact, by telegram in special cases, and await advices. Should delay, however, involve no immediate injury to the property, action by the local agent may be deferred until the arrival of an adjuster, or definite advices be received from the company. Especial attention should be paid to shelf hardware, cutlery, stove and tinware, and similar stocks which rust quickly. *Wet goods*, millinery stocks and such like, should be opened and spread out to dry, so as to prevent mildew, stain or mold, arising from heat. Any perishable property, which would materially injure by delay, should be submitted to appraisers as soon as possible, and when appraised, turned over to the claimant, as every day's delay adds to the damage;